

RETAIN FOR SUBSEQUENT CITY COUNCIL HEARING



**CITY OF EL PASO, TEXAS  
DEPARTMENT OF PLANNING, RESEARCH & DEVELOPMENT**

**MEMORANDUM**

**TO:** The Honorable Mayor and City Council  
Jim Martinez, Chief Administrative Officer  
Patricia D. Adauto, Deputy Chief Administrative Officer  
Laura Uribarri, Executive Assistant to the Mayor  
Adrian Ocegueda, Executive Assistant to the Mayor

**FROM:** Raymond Bonilla, Plan Reviewer I

**SUBJECT:** City Council Agenda Item

Introduction: April 06, 2004  
Public Hearing: April 20, 2004

**DATE:** March 31, 2004

The following item has been scheduled for City Council action as noted above. Should you have any questions, I may be contacted at 541-4767.

**AN ORDINANCE GRANTING A SPECIAL PRIVILEGE TO REGENT COMMUNICATIONS-EL PASO TO TEMPORARILY CLOSE A PORTION OF SANTA FE STREET BETWEEN FRANKLIN AVENUE AND SAN ANTONIO AVENUE; SAN FRANCISCO AVENUE (TROLLEY LANE) BETWEEN SANTA FE STREET AND EL PASO STREET; DURANGO STREET (ACCESS ROAD ABUTTING CONVENTION CENTER) BETWEEN SAN FRANCISCO AVENUE AND SAN ANTONIO AVENUE; AND MAIN DRIVE BETWEEN SANTA FE STREET AND EL PASO STREET; FROM 6:00 AM. ON FRIDAY, JULY 2, 2004 THROUGH 2:00PM. ON MONDAY, JULY 5, 2004 FOR THE EL PASO DOWNTOWN STREET FESTIVAL. (Consideration: \$225.00, SP-04001, District 8)**

**Office Use Only**

Mayor's Office (5 copies):	date: _____	time: _____	by: _____
Representative District 1:	date: _____	time: _____	by: _____
Representative District 2:	date: _____	time: _____	by: _____
Representative District 3:	date: _____	time: _____	by: _____
Representative District 4:	date: _____	time: _____	by: _____
Representative District 5:	date: _____	time: _____	by: _____
Representative District 6:	date: _____	time: _____	by: _____
Representative District 7:	date: _____	time: _____	by: _____
Representative District 8:	date: _____	time: _____	by: _____

This Special Privilege will permit the temporary closure of portions of public right-of-way along Santa Fe St. between Franklin Ave. and San Antonio Ave.; San Francisco Ave. (Trolley Lane) between Santa Fe St. and El Paso St.; Durango St. (access road abutting Convention Center) between San Francisco Ave. and San Antonio Ave.; and Main Dr. between Santa Fe St. and El Paso St. from 6:00 am on Friday, July 2, 2004 through 2:00 p.m. on Monday, July 5, 2004 for the El Paso Downtown Street Festival.

Street closure will be from 6:00 a.m. on Friday, July 2, 2004 through 2:00 p.m. on Monday, July 5, 2004, this will allow setup and dismantle time. The festival will be from July 3, 2004 to July 4, 2004.

Entertainment will include live music, food, beverage and other event festivities.

As consideration for this Special Privilege License the applicant shall provide prior to City Council action the following:

- Submittal of a detailed traffic control plan and proposed use diagram on or before April 6, 2004 and distribution of the approved plans to the Building Permits and Inspection Department for review and distribution;
- Applicant shall temporarily close premises by using the materials and methods approved by the City Engineering Department-Traffic Division;
- Provide written letters of support of proposed use of public right-of-way from abutting property owners;
- Provide appropriate number of security personnel;
- Provide a twenty (20) foot wide traffic lane for emergency vehicle access on all temporarily closed streets; and
- Coordinate with any applicable City Departments, state or federal agencies to obtain any necessary permits and approvals required for the Event or proposed use of the Premises, including but not limited to, sound amplification and the sale of alcoholic beverages; and
- Providing liability insurance.

c: R. Alan Shubert, Director of Building Permits and Inspections  
Terry Cullen-Garney, First Asst. City Attorney  
Teresa Garcia, Asst. City Attorney

**AN ORDINANCE GRANTING A SPECIAL PRIVILEGE TO REGENT COMMUNICATIONS-EL PASO TO TEMPORARILY CLOSE A PORTION OF SANTA FE STREET BETWEEN FRANKLIN AVENUE AND SAN ANTONIO AVENUE; SAN FRANCISCO AVENUE (TROLLEY LANE) BETWEEN SANTA FE STREET AND EL PASO STREET; DURANGO STREET (ACCESS ROAD ABUTTING CONVENTION CENTER) BETWEEN SAN FRANCISCO AVENUE AND SAN ANTONIO AVENUE; AND MAIN DRIVE BETWEEN SANTA FE STREET AND EL PASO STREET; FROM 6:00 AM. ON FRIDAY, JULY 2, 2004 THROUGH 2:00 P.M. ON MONDAY, JULY 5, 2004 FOR THE EL PASO DOWNTOWN STREET FESTIVAL.**

**WHEREAS**, REGENT COMMUNICATIONS-EL PASO (hereinafter referred to as "Grantee") is sponsoring the El Paso Downtown Street Festival (hereinafter referred to as "Event"), on Saturday, July 3, 2004 and Sunday, July 4, 2004; and

**WHEREAS**, the Grantee is requesting the use and closure of portions of public rights-of-way from Friday, July 2, 2004, through Monday, July 5, 2004, in conjunction with the proposed Event;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Grantee is hereby granted a Special Privilege to temporarily close portions of the following public rights-of-way as shown within the attached and incorporated Exhibit "A" and hereinafter referred to as "Premises":

Santa Fe Street between Franklin Avenue and San Antonio Avenue San Francisco Avenue (Trolley Lane) between Santa Fe Street and El Paso Street; and Durango Street (access road abutting Convention Center) between San Francisco Avenue and San Antonio Avenue; and Main Drive between Santa Fe Street and El Paso Street;

for the Event from 6:00 a.m. on Friday, July 2, 2004, to 2:00 p.m. Monday, July 5, 2004.

The grant of this Special Privilege is subject to the following conditions:

1. Grantee shall pay for all costs associated with the temporary closing of the Premises. The Premises shall be temporarily closed, by using the materials approved by the City Engineering Department-Traffic Division as outlined in Paragraph 2 of this Special Privilege.

2. Grantee shall submit a detailed traffic control plan to the City Engineering Department-Traffic Division by April 26 2004. The City Engineering Department-Traffic Division on or before April 6, 2004 shall approve the detailed traffic control plan. Grantee

shall submit copies of the approved detailed traffic control plan to the City Departments of Police, Fire, and Sun Metro no later than April 6, 2004. Failure to submit, obtain the approval, and distribute the approved detailed traffic control plan as herein provided shall result in an automatic termination of this Special Privilege. Grantee shall coordinate the temporary street closure with the Director of the City Public Works Department to ensure that no problems exist with the temporary street closure and any street construction activity in the Downtown Area.

3. Grantee shall keep open a twenty (20) foot wide traffic lane for emergency vehicle access on all temporarily closed streets. Grantee acknowledges that the temporarily closed Premises must be opened for use by emergency vehicles upon demand by the City Departments of Police and Fire personnel. Grantee shall ensure that no structures shall be placed within fifteen (15) feet of any fire hydrant, nor directly over any water valve or sanitary sewer manhole in the Premises. In addition, should the City of El Paso for any reason decide that portions of the Premises that have been temporarily closed must be reopened, the Grantee, at no cost to the City, shall immediately after notice from the City Engineering Department-Traffic Division, reopen for public use the temporarily closed Premises.

4. Grantee shall be permitted to use the Premises for the Event purposes, including but not limited to all of the following: food and retail vending, entertainment staging, booths, event displays, public gathering areas (table and seating), and other festival-related activities.

5. Grantee shall not use any portions of other City public rights-of-way or City-owned property, without the express written consent of the City.

6. The City assumes no responsibility for maintenance of the Premises during the temporary closing by the Grantee.

7. The Premises shall be used by the Grantee solely for the Event purposes.

8. As an express condition of this Special Privilege, Grantee shall meet and coordinate emergency access for the Event, including but not limited to, first-aid stations, emergency response, and manned security, with the City Departments of Fire and Police.

In addition, Grantee shall complete all of the following:

a. Provide on or before April 6, 2004, satisfactory written proof to the Department of Building Permits & Inspections that the property owners and tenants within and adjacent to the Premises have no adverse objections to the temporary closing;

b. Obtain any permission, permit, license or lease to utilize any portion of City facilities used in connection with the Event prior to the use of the Premises;

c. Coordinate with any applicable City Departments, state or federal agencies to obtain any necessary permits and approvals required for the Event or proposed use of the Premises, including but not limited to, sound amplification and the sale of alcoholic beverages;

d. Provide sufficient refuse containers within the Premises for the litter generated by participants and patrons of the Event. After the Event has ended, Grantee, at no cost to the City, shall clean up all litter and debris within the Premises, leaving the public rights-of-way in a clean and orderly condition;

e. No equipment, tables, booths, electrical lines, or other structures shall be placed within fifteen (15) feet of any connections to sprinkler systems and water hydrants and water valves and sanitary sewer manholes on or near the Premises; and

f. No equipment, tables, booths, electrical lines, or other structures shall be placed in such a manner that access is obstructed to any entrance or exit of any adjacent business.

9. The Grantee assumes full responsibility for the planning, coordination, management and production of the Event. Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agent between the City and the Grantee, and the Grantee shall be deemed at all times to be an independent contractor. The grant of this Special Privilege shall in no way be construed as co-sponsorship of the Event.

10. Grantee expressly agrees that should any improvements, within the Premises, including but not limited to landscape planters, plants, street paving, or traffic identification signs and devices, be destroyed or damaged during the Event, Grantee shall replace or repair such improvements at Grantee's sole expense, and at no cost to the City.

11. As consideration for this Special Privilege, Grantee shall pay to the City the sum of Seventy Five and No/100ths Dollars (\$75.00) per day for the total sum of Two

Hundred Twenty Five and No/100ths Dollars (\$225.00) for closure of the public rights-of-way, which shall be due prior to the execution of this Special Privilege by the El Paso City Council. The advance payment shall be in the form of a cashier's check delivered to the office of the Department of Building Permits & Inspections for remittance to the office of the City Comptroller. If the Special Privilege is disapproved by the City Council, the office of the City Comptroller shall make a full refund of the payment within fifteen (15) days of the denial action.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable ordinances and regulations.

12. Upon termination of this Special Privilege, the grant hereof shall cease, any property of the Grantee situated upon the Premises shall be removed by the Grantee without cost or expense to the City, and the Premises shall be restored to its original condition.

13. Grantee agrees to indemnify and hold the City harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted, occasioned by or in connection with the temporary closing of the Premises by Grantee, its agents, servants or employees or any organizations contracted by the Grantee either while the Event is in progress or as the result of the temporary closing of the Premises.

Grantee shall, prior to execution of this Special Privilege by the El Paso City Council, provide public liability insurance for personal injuries and death growing out of any one (1) accident or other cause in a minimum amount of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) per person, and Five Hundred Thousand and No/100ths Dollars (\$500,000.00) for two (2) or more persons in any one (1) accident, and, in addition, shall provide property damage liability insurance in a minimum sum of One Hundred Thousand and No/100ths Dollars (\$100,000.00) for property damage growing out of any one (1) accident or other cause. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. All policies shall name the City of El Paso, its officers, agents, servants and employees as additional insured's. Grantee shall file a copy of the policy or

certificate of insurance with the City Clerk, the Department of Building Permits & Inspections and the City Attorney prior to City Council enactment of the Special Privilege.

14. This Special Privilege is subject to the governmental powers of the City.

15. This Special Privilege shall not take effect unless Grantee files its written acceptance with the City Clerk. If Grantee accepts the terms and conditions of this Special Privilege as a corporation, each of the persons accepting on behalf of Grantee warrants to City that Grantee is a duly authorized and existing corporation, that Grantee is qualified to do business in the State of Texas, that Grantee has full right and authority to accept the terms and conditions of this Special Privilege and that each and every person signing on behalf of Grantee is authorized to do so. Upon the City's request, Grantee shall provide evidence satisfactory to the City confirming these representations.

**PASSED AND APPROVED** this 20<sup>th</sup> day of **April, 2004**.

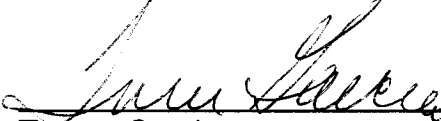
THE CITY OF EL PASO

**ATTEST:**

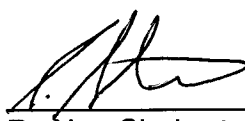
\_\_\_\_\_  
Joe Wardy  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Tefesa Garcia  
Assistant City Attorney

**APPROVED AS TO CONTENT:**


  
\_\_\_\_\_  
R. Alan Shubert, Director of Building  
Permits & Inspections

## ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 22 day of March, 2004.

GRANTEE:

**REGENT COMMUNICATIONS-  
EL PASO**

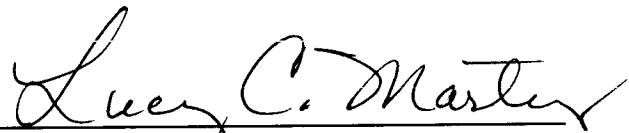
By:   
Gina Roe-Davis // Event Director  
(printed name/title)

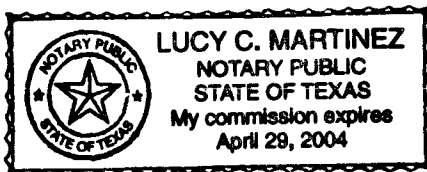
## ACKNOWLEDGMENT

THE STATE OF TEXAS    )  
                                      )  
COUNTY OF EL PASO    )

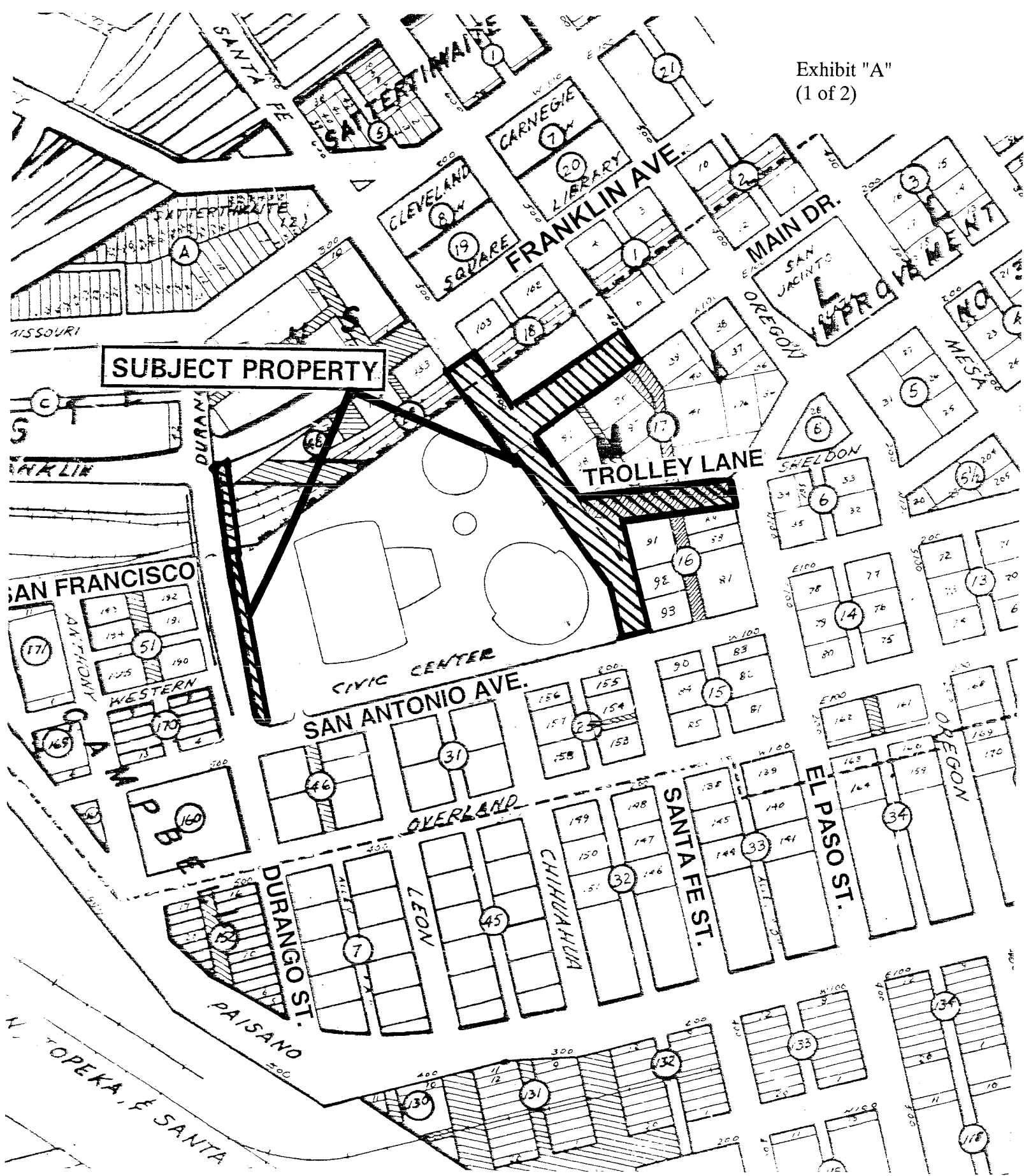
This instrument is acknowledged before me on this 22 day of March, 2004, by Gina Roe-Davis as Event Director on behalf of **REGENT COMMUNICATIONS-EL PASO**, Grantee.


My Commission Expires:

  
Notary Public, State of Texas  
Notary's Printed or Typed Name:  
Lucy C. Martinez







	<p>SCALE</p>	<p>GENERAL LOCATION MAP</p>	<p>CASE NUMBER</p>
<p>NORTH</p>	<p>1" = 300'</p>		<p>SP-03026</p>

